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MR. PALMER'S CASE

EXPLAINED.

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MR. PALMER'S CASE EXPLAINED.

A PUBLICATION, entitled "Papers rela-"tive to the Agreement made by Govern-"ment with Mr. Palmer, for the Reform "and Improvement of the Posts," has for some months past been diligently circulated throughout the kingdom. They have been sent *gratis* to the chief magistrates and members of the several corporate bodies. Few men of any influence have been unsupplied with them, and the Members of the House of Commons have not only been served with the book, but most of them have been personally canvassed and solicited to support the author's claims. The same perseverance which enabled him to accomplish the Herculean task, which has proved so eminently useful to the public, and productive to the public revenue also, has been exercised for the accomplishment of his present purpose.

Every man who reads his book and implicitly relies on his statements, must naturally wish him success; for he professes to make his demands on the ground of justice and of right: but when the case is a little explained, it will be found to exhibit a fresh instance of the propriety with which doubts are sometimes entertained of the accuracy with which an individual gives an account of his own claims. The writer of these pages is well qualified to speak on the subject, for he was a party to almost every transaction alluded to in the case; he was the identical negotiator of several of those transactions, and some among them of the greatest consequence; he was present, sometimes with and sometimes without the complainant, on most of the occasions which are treated of in the course of his book; and has the satisfaction to know that this correction of very material errors cannot fail to have the confirmation of respectable characters, who, having been witnesses to the facts, are competent to judge between the case and the contradictions herein set forth.

Reliance is obviously placed by the com-

plainant on the slight impression which circumstances may possibly have made on the minds of those with whom the transactions took place. After ten, twelve, and fourteen years have elapsed, a man may not run much risk in making assertions which the parties concerned in the transactions they allude to can scarcely be supposed capable of having a clear recollection of, or scarcely any recollection at all; especially as at the same time they were attending to the affair in question, they had others of equal and probably many of much more consequence to attend to. To expect such a thing at the expiration even of a few months, would be perhaps expecting too much; and therefore it cannot be a matter of surprise that a considerable dependence is placed on the difficulty that individuals may have in denying, or in expressing any opinion respecting occurrences so many years after they may have been forgotten. It is thus only that the appearance of some of the assertions alluded to can be accounted for.

The book (which consists of fourscore quarto pages, closely printed with a small

type), begins with an address to the public, of which the following are the first five lines.

" I have the honour to lay before you the " Copy of a Memorial, together with a Re- " monstrance, and other papers, presented to " the Lords Commissioners of his Majesty's " Treasury, respecting an agreement entered " into with me, for the Reform and Improve- " ment of the Posts of this Kingdom, by which " it was stipulated that I should have *for my* " *life* Two and a Half per Cent. on the fu- " ture *net increase* of the Post-Office Reve- " nue, from the commencement of my Plan, " *if it succeeded, but not a Shilling otherwise.*"

It is on this fact that the complainant rests his case; but the fact itself has no foundation in truth. No such agreement was ever entered into with him. No such stipulation was ever made, as that he should have *for his life* Two and a Half per Cent. on the future net increase of the Post-Office Revenue if his Plan succeeded; nor was he ever restricted (except by himself) from the right of demanding a reasonable compensation for his trouble in case his Plan had failed.

In page iv of Address to the Public, it is repeated in the following words.

" Government contracted with me to re-
" form and improve it, for merely a fortieth
" share of *the future net increase*; *and that*
" *for my life only*:—at the same time, let it
" be remembered, *I was not to receive one*
" *shilling if I did not succeed in my scheme.*"

No such contract was ever made, or intended to be made. Respect for a gentleman who was made a tool of, in a scheme for grounding such a pretence, prevents the insertion here of an anti-dated letter, fabricated for such a purpose. The terms ought not to have been disclosed, *even in confidence*, on which that obligation was proposed and promised to be discharged, (though ten years after the promise was given, it was not fulfilled, if it is to this day) and better proof of the unwillingness to risk the stating *that* curious fact, or to implicate therein the gentleman alluded to, cannot be had, than the withholding on such an occasion as the present, *such* a material, of which so very important a use was once made; and respecting which, a correspondence of no

small consequence took place, after it was shewn and shut up again. A copy of that letter, and of the correspondence it led to, is in possession of the Author of these pages; but his respect for the writer of the letter forbids his producing, or further animadverting upon it here, as its not having been made any use of on the present occasion, renders it unnecessary.

It is further stated, in page iv.

" The terms, both as to powers and pro-
" fits, on which I agreed to carry my Plan
" into execution, were given to the present
" Bishop of Lincoln, then Private Secretary
" to the Chancellor of the Exchequer, for
" his perusal and information; and I had
" shortly after, a message from him by the
" Secretary, " *that the terms were thought*
" *fair by the Minister, and would be fully*
" *complied with, provided the Plan succeeded.*"
" —Whatever shape, therefore, this engage-
" ment has been fashioned into, on the part
" of Government, for their political con-
" venience, and to which I submitted from
" necessity, relying on their faith for the due
" observance of the *spirit* of the *original*

" *agreement*, on their part, which had been " so completely fulfilled on mine, no ad- " vantage, I think, to the prejudice of my " family, ought to be taken of such official " form."

Instead of which, it should rather have been said,

The terms, both as to powers and profits, *which I was desirous of obtaining*, were given by me to the present Bishop of Lincoln, then Private Secretary to the Chancellor of the Exchequer, for his perusal and information; and I afterwards had a *short conversation with the Secretary, which induced me to conclude, that the Minister would not be disinclined to treat liberally with me on the subject of recompence, provided the Plan succeeded.* The subsequent deviation from the terms *I proposed*, and *wished for*, afforded me no reasonable ground for dissatisfaction, nor was I dissatisfied with the terms granted, when my appointment was finally made out. In fact I had no pretence for touching either upon the *spirit* or the letter of *any* previous *agreement*, because every thing that had been said on the subject, amounted

to no more than mere expressions of what was desired on my part, but in no respect acceded to on the part of the Minister.

Page three of MEMORIAL, it is stated as follows:

"In the Autumn of 1785, your Me-
" morialist, after having carried his plan in-
" to execution, both on the direct and cross
" roads, in various parts of the kingdom,
" and made arrangements towards its fur-
" ther extension, applied for his appoint-
" ment, and *received from your Lordships'*
" *Board, the draft of a grant from the Crown,*
" appointing him Surveyor and Comptrol-
" ler-General of the Post-Office *during life,*
" with full authority to suspend any Officers
" for neglect of instructions *received either*
" *from the Post-Master General, or himself;*
" likewise declaring, that no bills whatever,
" respecting the Post revenue should be
" paid, *till examined and signed by your*
" *Memorialist, or his Deputy*; and granting
" to your Memorialist, *in consideration of his*
" *good, and faithful services,* for the advance-
" ment of the revenue, commerce, and ma-
" nufactures, as well *by way of reward for*

" *such services, as to encourage him to con-*
" *tinue his exertions for furthering the same,*
" a clear salary of £. 1,500, together with
" £. 2. 10*s*. per cent. on the increased Post
" revenue, beyond a specific sum, intended
" to be inserted, so as to make the salary and
" per centage adequate to his compensation
" first agreed on."

Instead of which it should have been stated, that in the Autumn of 1785, he experienced considerable difficulty in getting any thing conclusive done or said on the subject of his appointment; and therefore, *without any authority from the Board*, he learned, by loose conversation with different gentlemen at the Treasury, how such appointments as he wished to have made out, were generally worded, and he applied to a private friend of his own, to prepare such a draft. When it was done, a convenient opportunity was embraced, for putting it into the hands of the Minister's Secretary, *as the sort of instrument which he was desirous of having made use of.* In this innocent way it obtained a reference to the Attorney General, who happened to be in Downing-street at the time, and took it from the hands of the Reverend

Secretary, in order to run his eye over it. The final consequence was, that it was declared extremely objectionable, and the idea of a grant from the Crown, *for life*, independent of the Post-Master General, which had at no period been sanctioned with the approbation of the Minister, was from this moment wholly abandoned by the Author of the Plan himself.

Page 8, it states as follows:

" In short, your Memorialist has only to " repeat,

" That he made considerable private sa- " crifices, and undertook, at the risk of *cer- " tain ruin*, to effect a plan, from which the " public was, without the *possibility of a loss*, " to stand the chance of a considerable be- " nefit, subject only to a condition, that the " projector should receive, *during life*, a " small proportion of such benefit as might " be procured.

" The sacrifices having been made, the " risk incurred, and the benefit effected, far " beyond promise: the projector applies " for his reward, secured by an agreement, " which, had it been made with any private " individual, would have undergone the

" common forms, and might have been
" easily enforced on either side. In this in-
" stance, the common forms were not attain-
" able; but the agreement in question was
" sufficient to silence the claims of your Me-
" morialist, though to his ruin, had he been
" unsuccessful, and therefore he could not
" doubt the validity and due performance of
" it on the part of Government, should he
" succeed; as the undertaking tended to
" effect, and has accomplished, a great com-
" mercial benefit, and was sanctioned by the
" word of the First Minister of the first
" Commercial Nation in the world: whose
" patronage induced the trial, and encourag-
" ed your Memorialist to persevere against
" an opposition, which would otherwise
" have borne down any innovator, whatever
" might have been his merits."

Whereas there would have been more propriety in saying,

Your Memorialist has only to repeat, that his confidence in the success of his plan, reconciled him to the risking large sacrifices, in order to work out the benefit, both to the public and to himself, of which he deemed it

capable. The event has shewn, that however possible it certainly was, that the revenue might have been injured, and the public inconvenienced in the event of his Plan not succeeding, yet neither of those evils have taken place; but, on the contrary, both have been most exceedingly benefited by his exertions. The risk having been incurred, which might have proved very injurious to him if he had failed, and the benefit to the revenue and the public being secured, even far beyond his promise; he hopes, that his never having obtained any sort of agreement, or even understanding, that warrants his setting up an actual demand, for any thing beyond what was allowed to him by the final adjustment of his appointment, does not bar the consideration of his claim, *for life*, to the *full* amount of the emoluments thereby intended to be secured to him, but of which a part has been withheld ever since the 5th of April, 1793.

It would be an almost endless task, as well as unnecessary, to quote and separately to refute every repetition of the same

error that appears throughout the book; but it may not be improper to notice, that in page 2 of the REMONSTRANCE, it is asserted as follows: "*I specified my terms,* "*which were acceded to,* as stated in my Me- "morial, and the first draft of appointment "prepared at your Lordships' Board, *clearly* "*evinced that those terms and my emoluments* "*were then fully understood.*" Whereas the simple truth is, that the terms he specified *were not acceded to,* as stated in his Memorial, neither was the first draft of appointment prepared at the Treasury Board, or in conformity with an order of the Board, or with the knowledge or concurrence of the Board, but in the clandestine and cunning way already described, which completely does away all pretence for insisting on the conclusion he has so much interest in pressing; and which in the course of his book he urges so frequently, and in such a variety of ways.

It is asserted (page 3, line 41 of REMONSTRANCE), that he "*had never been taught* "*to acknowledge*" the power of the Post-Master General; whereas he was not only

taught it by the necessity he was under of holding his appointment immediately from them, but he was reminded of it very frequently indeed at the Treasury, and by a venerable Peer, now no more, whom he often offended by his not bending to that power, and treating it with more respect, as well as by the son of that noble Peer, who now holds the first appointment in the sister kingdom.

In a letter from this friend of his, which is quoted page 45, and the date of which is October 1785, nothing can be more decisive than his using the word *proposal*, and not the word *agreement*. It was merely a *proposal* all the way through; agreement there was none; not even the "*common understanding*, nor "the *implied condition*," which in page 5 is quoted from Mr. Pitt's speech on the subject of Mr. Boyd's Bills. Thus stands the main question respecting an original agreement, or any agreement whatever, excepting that which was fully and completely carried into effect by the appointment which the Post-Master General afterwards granted, under authority of the Treasury.

It is stated as follows, in the last paragraph of page 3 of the REMONSTRANCE.

" Respecting the controversy between the " Post Master General and myself, I have " only to observe, that it imputes to me no " charge of dishonour or negligence, but re- " lates to the extent of their authority over " myself and my plan, *which I denied*, not for " want of any personal respect, &c."

It is necessary here to explain that the principal cause of Mr Palmer's official disgrace, and the curtailment of his official allowances, have never been proclaimed to the world. He made it unnecessary so to do, by quietly submitting to that disgrace; and he was made to understand that it was only by such humble acquiescence in the sentence passed upon him, that he could ever hope to be paid another shilling of the income which he had completely forfeited all claim to. He did in silent submission wait his fate for a considerable time, and after several months had elapsed, and the resentment of his venerable and offended protector had somewhat abated, he, through the powerful interference of that high and almost irresistible influence,

did at last obtain £3000. a year, under circumstances that few other men could have expected to obtain any thing. If that venerable peer were alive, the present demand would not now be agitated. An act of rebellion is ever held as a complete forfeiture of those honours and rewards, which may have been obtained, even by former merits of great magnitude; and it would be a perfectly new description of claim, if after a little time had elapsed, and the rebel should have had the greater part of his former estate restored to him, he were to come forward, and in the face of the world, openly demand, as a matter of right, the restoration of the entire property which his treasons had so absolutely forfeited. Mr. Palmer's case is somewhat parallel to this. His sufferings are not merely the effect of his denying the authority of the Post-Master General over himself and his plan; they are the consequence of his being detected in and fully convicted of devising a scheme, to throw the correspondence of the country into confusion, to create delay in the conveyance of letters, and in fact to cause the

worst possible conduct of an important public concern, intrusted to his management, and for which, in addition to a great many thousand pounds he had previously received, he was then in the receipt of near five thousand pounds a year.

The object of this scheme, if it had not in a certain degree failed, was to charge upon the Post-Master General all the mischief it was intended to produce. The writer of this account was very near being implicated in some of the consequences; but he was relieved from all claims to his friendly concealment of the alarming facts, by the timely discovery of an unworthy violation of a long standing friendship, for which no provocation has ever been urged, or justification ever attempted. It has been the chief cause of subjecting the author of the mischief to punishments and mortifications infinitely more than sufficient to satisfy and appease stronger resentments than ever were entertained by the individual he endeavoured to injure. He owes to himself the exposure of the proofs, which his own ill-judged conduct rendered utterly unavoidable.

It would have been wise and prudent in him to have sat silently under the accusation which he himself made necessary; instead of which, his denial of facts, by which he aimed to criminate those who could justify their assertions only by the bringing forward the proofs in question, led to the disclosure of such evidence as put all doubt entirely out of the question.

The opinions of his three learned counsel by no means apply in the way they are meant to be understood. They act directly against him: for they profess to ground their decision on a supposition; first, that the *original agreement* so much insisted upon is indisputable; and secondly, that *no forfeiture* can be shewn arising from (among other things) "relinquishment of activity, neglect, "or other gross misconduct." If any man can imagine that after an individual was so fixed in the enjoyment of his well-earned emoluments, he could on *slight* grounds be denied the honourable exercise of talents so beneficial to the public; or that on a trifling pretence he could have been curtailed of a large proportion of the recompence he had

so justly established a claim to, he will be thoroughly convinced of his error, when the proofs are produced, which the complainant so injudiciously makes necessary.

The writer of these pages well knows how to appreciate the talents, and to estimate the merits of the person he is treating of, and acquainted as he was with the numerous difficulties he had to surmount, the discouragements he had to contend with, the perseverance with which he toiled to the end, the heart-aches, and oftentimes the almost heart-breakings, which few spirits but his own could have got the better of, he thinks too highly of his deserts to deem any recompence too much, either that was obtained, or that may be obtained honourably; if his fidelity after he had succeeded, had equalled his exertions during the trial. But circumstanced as the writer is, he could not, with any propriety be silent, whilst so palpable a misrepresentation is attempted by one whose crooked course of politics has not left him unhurt in its fatal progress.

All claims to confidence or to secrecy on his part have long since been at an end.

They have been destroyed by a catalogue of injuries, many of which are yet withheld from the public; and the disclosure will manifest in a considerable number of oppressions heaped on different individuals, how utterly insensible this advocate for benefits to himself, has been to the just claims of others, and how indifferent to the violation of promises and agreements a thousand times repeated, which have in some melancholy instances driven deserving individuals to a distress bordering upon irretrievable ruin.

The Author of these pages has neither consulted, nor been consulted by, any individual person on the subject of them; nor is any one acquainted with his intention at the moment of his committing these pages to press. His chief object is to guard the public, and particularly the Members of the House of Commons, against a most unwarrantable attempt to make them parties to an imposition, which is calculated to restore forfeited benefits, on the ground of pretended agreements that never existed, and a propriety of conduct that cannot be made appear.

The complainant is so much the less en-

titled to a silence that might be favourable to his attempt, because he has not been mindful, when it was his duty to be so, of the just claims of others upon him, or of his own promises and agreements, made to those who were worthy of all that was promised and agreed; but who were neglected, and left to experience the effects of that ill will which was excited in the breasts of their superiors, by nothing but a long series of faithful services and zealous attachment to him and to his interests. The Author of these remarks does not mean in this number of sufferers to include himself. He was happily beyond the reach of any similar dispositions that might have been entertained towards him, in common with many others.

The disregard that is paid to the maxim which requires that *we should do unto others as we would be done unto*, is sometimes a source of galling reflection to those who have offended against it; and they who are nearest to the subject of these pages, will be the first to remind him how much he stands in that predicament. Sufferers within the pale of the Post-office, and some of its agents

in different and distant parts of the kingdom also, will have reason to unite in regretting, from the bottom of their hearts, that they have ever had to do with one who has been so little influenced by the maxim above quoted.

The affairs of the Post-office engaged a considerable portion of the public attention in the early part of the year 1792, which was the time Mr. Palmer carried into execution his scheme for retarding the mails; for causing the letters to be delivered several hours later than they ought to have been, and for raising a clamour among the merchants, which was to have been worked up into a ferment at a meeting, which he caused to be convened at the London Tavern, by public advertisement, bearing several respectable signatures. Two of the city magistrates whom he had duped into his service, were to have played his game, and without knowing the end he was driving at, they were to have made the bold push for him. The scheme, however, was frustrated, and some of the particulars were published in a pamphlet. He was too completely beaten

to the ground then, to attempt either resistance or vindication; but after some time had elapsed, he began to exert himself. He had the temerity to assure the venerable peer above alluded to, (on the force of whose friendship he rested all his hopes of pardon) that however he might have aimed by injudicious means to shake off the mortifying restraint which arose from the Post-Master General's authority over him, yet he never in the whole course of his connection with the office, had in a single instance taken measures himself, or countenanced others in taking measures, that could in any respect occasion the detention of the mails; retard to a late hour the delivery of the letters; or create, encourage, and lay plans for the bringing about that confusion in the inland office, which could not fail to operate to the disadvantage of the general correspondence of the kingdom in every possible way.

These were facts which could not be substantiated without imputing to the writer of these pages the infamy of having borne false witness. Perhaps he relied on the matter not

being very earnestly inquired into; and if his word had been taken, and no further questions asked, he might have had to congratulate himself on the success of a conduct at once so bold and so dangerous. That, however, was not the case. The assertion was pressed where alone it could be made to produce the intended benefit, and it caused the two noble Lords who then presided at the Post-office, to be informed from very high authority that they had suffered themselves to be imposed upon by a variety of idle tales and monstrous misrepresentations, to the prejudice of their suspended officer, who had authorized a direct contradiction of them, in a manner that diminished very considerably, or rather wholly destroyed, the credit that had been bestowed upon them and their author. Their author was consequently called upon to rescue those noble Lords from the predicament in which they were thus placed. It could only be done by producing proofs incapable of contradiction or of doubt. It could be effected only by a complete exposure of those "damning proofs," which never would have seen the light, if the inconsiderate individual, who

seems to have been bent on his own destruction, had not himself thus compelled their production. To have produced them under any circumstances short of the absolute necessity thus created—created by the individual himself with whom they originated, would have savoured of an unwarrantable and unworthy violation of former confidence, which the writer of this account is and ever was incapable of giving way to. With such abundant materials for convincing the noble Lords, and for enabling them to convince those who had questioned their discernment, that they had not been trifled with, and their credulity played upon by assertions founded only in falsehood, he collected a little volume of evidence, calculated to confirm all that had been asserted, (not in a single solitary case, but) in a variety of instances. The whole was in Mr. Palmer's own hand-writing, and every letter bore his signature.

That the reader may judge of their unequivocal nature, a few concise selections are added, by way of specimen. They are sufficient to enable him to judge

1st. Whether the Comptroller-General

was or was not capable of deliberately laying a plan, for throwing the business of the Office into confusion, in order to retard, instead of expediting, general correspondence. 2dly. Whether his denial of the Post-Master General's authority was or was not accompanied by any "want of personal respect, "or wish to lessen the general official au- "thority due to noblemen in their situa- "tions." 3dly. Whether the subject "im- "putes no charge of dishonour."

Extract of a Letter.

" Let A —— take huff at some of the " officers not observing his directions, and " keep out of the inland office; and B —— " and C —— quietly, if they could (and " without apparent design) let D —— " and E —— take their stations. D —— " would be disregarded, and E—— would " dispute with the officers, instead of en- " forcing obedience. We should get an " hour or two later in the delivery, by " degrees, in a week or two. I think it " might be quietly and cautiously managed. " Let little or no notice be taken of their " not coming early, or absence, &c.

" (Signed) J. PALMER."

Extract of a Letter.

" As to the good woman * at Bagshot, she " seems a friend of mine, and to have given " the Peer a dressing for interfering in her

A, B, and C, were active and vigilant superintending officers.

D and E, officers of a different description.

* The postmistress at Bagshot.

" department. But why should we send a " surveyor when the Peer * has made the " inquiry and examination, and says what " should be done. He is the surveyor, " and should have finished his business; for " Freeling cannot go down and report " against the Post-Master General.

" Freeling may as well go down though, " and follow his directions and I hope the " old woman may be spunk, and refuse to " apologize, and bid them kiss her B——."

Extract of a Letter.

" The lesson I would have given † W—— " is this, that it is impossible for me or any " one the most ignorant, not to be sensible " to the shameful conduct of the business or " charges of his bills, and not officially to " condemn them; at the same time I have " recommended Lord —— to pay them, and " shall continue to do so; as, having made " the charge, if he recedes from it, it will be " proclaiming himself a rascal. I think Lord " —— saw W —— himself, and gave him " orders to spare no expence; and if so, that " should be the point most pressed by " W ——.

* One of the noble Lords then at the head of the Post-office.

† A Mail coach contractor.

" I shall advise him to see W ——, who " must be damned firm with him,—insist on " every article being just,——that he has " charged nothing for his trouble,—that " £. 200. could not pay his loss in his other " business, by attending to this, which made " him very ill,—the first time his character " was called in question—to be suspected " and treated in this manner after all he has " done for the office, the world will cry " shame on it ; that he got down the price " for carrying the Mail, &c. ; that they un- " derstood they should always have *3d.* a " mile, the first price ; that in obeying my " orders, and assisting to get it down to a " penny, he got the ill will of all his part- " ners and friends ; that he saw they would " not do it much longer if they had not their " old price, and what they deserved ; for they " lost God knows what by it. But if he was " to be treated in this shabby way, he knew " what he had to do, and should take care " of himself, &c. &c. &c. ; this is a private " hint and advice from your friendship to " him ; that you know I shall not object to " his taking any merit to himself to get him " out of his present scrape.*

" The matter should be, quietly to throw " this load upon his lordship ; let him be

* This contractor is able to prove that he was not deficient in point of gratitude. He could among divers other instances call for the evidence of a handsome pair of grey coach horses.

" bullied, perplexed and frightened, and
" made apprehensive that his foolish inter-
" ference may even occasion a rising of the
" mail prices at 20,000 per annum difference
" to the office. Think of all this; for he
" must not escape this bout; the fun will be
" to get W —— to a board, and let him
" bamboozle his lordship with his slouch and
" his slang and his black guard.

" W —— must be well lessoned; tell him
" Lord ——'s declaration to me in his letter
" about the bill, but that I shall still advise
" payment. (Signed)

J. PALMER.

In addition to this, abundant proof, (corroborated by affidavits and the concurring testimony of several witnesses) was exhibited of his having ordered the fabrication of false accounts, whereby, in one instance, the Post-Master General were betrayed into the actual payment of £348. 6*d*.